

**IN THE UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF PENNSYLVANIA**

In re Maranda Nichole Grasley,

Debtor,

Chapter 13

Docket No.: 5:22-bk-22-02354-MJC

**DECLARATION OF MATTHEW DOUGLAS
GOTHARD**

I, Matthew Douglas Gothard, hereby declare and state as follows:

1. My legal name is Matthew Douglas Gothard. I am over the age of 21 and am competent to make this declaration. I am a Senior Paralegal with Bread Financial Payments, Inc.

2. Comenity Capital Bank (the “Bank”) and its affiliate servicers (hereinafter, collectively referred to as “Comenity”) are all subsidiaries of Bread Financial Payments, Inc.

3. I am making this declaration in support of the response to the objection filed by Vicki Ann Piontek, attorney for Debtor in connection with the above matter. I am familiar with the facts set forth in this declaration, through personal knowledge and through review of account records maintained in the ordinary course of business by Comenity. I am familiar with the recordkeeping practices of Comenity. The contents of this declaration are believed to be true and correct based upon my personal knowledge of the processes by which Comenity maintains records. If called as a witness, I can testify competently to my knowledge of the facts set forth in this declaration.

4. Comenity Capital Bank is a Utah bank with its principal place of business in Draper, Utah.

5. The business records attached hereto are exact duplicates of the originals except for (1) any marking intended to identify the record as a copy and (2) any redaction intended to remove personal identifying information of the account holder.

6. In the ordinary course of its regular business, Comenity maintains electronic records related to each account. These records are made by, or from, information transmitted by an individual with knowledge of the events described therein at or near the time of the event described in each record. Among other things, these records enable Comenity to determine what documents were sent to a cardholder, and when those documents were sent. Comenity relies on these electronic records in the ordinary course of managing and servicing accounts.

Those records show the following:

7. On or about March 2, 2019, debtor Maranda Grasley (“Debtor”) applied for and was issued a Big Lots credit card account with an account number ending in “5892” (the “Account”).

8. The Account was subject to written terms and conditions that are reflected in a Credit Card Agreement (the “Account Agreement”). Attached as Exhibit A is a true and correct copy of the Account Agreement.

9. Pursuant to Comenity’s policies and procedures, upon the opening of a credit card account, the Account Agreement is sent to the consumer as part of a Welcome Kit via U.S. Mail to the address on file. In this case, a copy of the Account Agreement was mailed to Maranda Grasley at the original address of record on the Account, of 316 Summerhill Ave. Berwick, PA 18603, via the United States Postal Service on or about March 3, 2019. Comenity has a system by which returned Welcome Kits and other mail is noted in an accountholder’s records. Comenity has no record that the Welcome Kit or Account Agreement were returned as undeliverable.

10. Comenity’s records reflect that the Account was sold to Midland Credit Management,

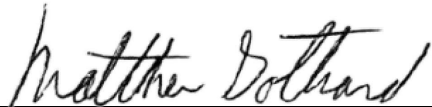
Inc. ("MCN") on or about June 13, 2022.

11. Comenity's records reflect that the last purchase made on the Account prior to sale was on July 31, 2021.

12. Comenity's records reflect that the last payment made on the Account prior to sale was on September 27, 2021.

I have read this declaration and affirm that the statements herein are based upon my own personal knowledge. I declare, under penalty of perjury under the laws of the United States of America, that the foregoing statements are true and correct.

Executed this 8th day of September, 2023



PH 0119-9483; PO 00090505363; Overall Size: 9 panel; File: 8.5 x 23.75; Folder: 5.5 x 3.375; Paper: 14.0 x uncoated text; Color: black/both sides; Font Size used: CCM 8pt, Privacy: 10pt & 12pt; 10pt type in boxes; 12pt headers and 10pt APR; Fonts used: Trade Gothic LT Std (regular, boldface, bold neo, bold neo oblique), Zap Dingbats.

Your Big Lots Credit Card account agreement.

This Agreement covers the Terms and Conditions of your account with us. In this document, you will find important information about using and managing your account, including a Privacy Statement and information concerning your billing rights. Your use of the account, or failure to close the account within the 30 days of receiving this document, indicates your acceptance of the terms of this agreement, including the assessment of any interest charges and fees.

Section 1 of this Agreement also includes a Jury Trial Waiver and an Arbitration Provision in the event of a dispute.

- You have a right to reject this Arbitration Provision.
- If you do not reject this Arbitration Provision, it will be part of this Agreement and will:
 - Eliminate your right to a trial by jury; and
 - Substantially affect your rights, including your right to bring, join in or participate in class proceedings.

Section 1 does not apply to Covered Borrowers under the Military Lending Act. See Section 1 below.

Please read each section carefully and keep this document for your records.

In the following sections, you will find information on:

Financial terms of your account: As a glance summary of the fees and charges associated with your account.

- A. Getting started:** the basics of your account.
- B. Keeping your account in good standing:** avoiding default, and what to do if your card is lost or stolen, as applicable.
- C. Learning more about your account:** credit plans, credit limits, and how payments are calculated and applied.
- D. Interest, fees and charges:** when and how fees and costs are applied to your account.
- E. Other important information:** legal rights, costs, and how we'll handle charges to your account.
- F. Disputes and reporting to consumer reporting agencies:** data we provide, and receive from, consumer reporting agencies, and what to do if you think there is an error on your periodic statement.
- G. Optional products:** how to protect your account from fraud or theft, and information on services that can help pay your debt in case of emergencies.
- H. Communicating with us:** what happens when you contact us.
- I. Arbitration and any trial waiver:** how we'll resolve disagreements, including a jury trial waiver and Arbitration provision.
- J. Important information for Covered Borrowers under the Military Lending Act:** Please read this section carefully, and protect your general information, and the privacy choices you can make.

Financial terms of your account

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	29.99%
This APR will vary with the market based on the Prime Rate.	
How to Avoid Paying Interest	Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$2.00 per credit plan.
For Credit Card Tips from the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore .

Penalty Fees

- Annual Fee: None
- Late Payment: Up to \$38.00
- Returned Payment: Up to \$38.00

How We Will Calculate Your Balance: We use a method called "daily balance." See your Account agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

Rate Information: The following chart provides details on your rate as of February 1, 2019. We divide the APR by 365 to determine the daily periodic rate.

	Add to Index	Maximum	Current APR	Daily Periodic Rate
Purchase APR	26.74%	29.99%	29.99%	0.08216%

This Agreement was provided to you for your use. We use the Agreement sent with your new account welcome package for your APR information in effect within 30 days of mailing.

We'll charge you a minimum interest charge of \$2.00 per credit plan for a billing period in which interest is due. For additional information, see Rates in Section D.

Minimum Payment:

The amount you must pay each billing period ("Total Minimum Payment") is the total of minimum payments for Regular Revolving and promotional Credit Plan purchases plus any Past Due amounts. The Total Minimum Payment will be less than \$30.00 if your Account balance is less than \$30.00; you must pay the amount indicated on your billing statement ("Statement") in full. The minimum payment due for each Regular Revolving Credit Plan will be the greater of:

- \$5.00; or
- 1.5% of the New Balance shown on your Statement for that Credit Plan rounded up to the nearest \$1.00.

See Minimum Payment in Section C below for promotional credit plan minimum payment calculations.

Our APR information described is accurate as of February 1, 2019. Due to a change in the index, this information may have changed; to find out more, call us at 1-888-566-4353 (TDD/TTY: 1-888-819-1918), or write us at: Consumer Capital Bank, PO Box 183003, Columbus, Ohio 43218-3003 or visit our website at www.consumerfinance.gov/learnmore.

A. Getting Started

Definitions:

In this Agreement, "We," "Us" and "Our" mean Community Capital Bank and any successor or assignee. "You" and "Your" mean the individual or entity that is the applicant or solicitation for an Account with us. "Account" means your credit card account with us. "Card" means identifying card we issue for your Account. "Credit Plan" means one or more payment program options Big Lots offers you to use to finance your purchases.

Unbidding your Agreement

- You agree to the terms of this Agreement, and promise to do everything required of you. If you sign or submit an application or solicitation to obtain credit from us, it will be legally bound to this Agreement. We also legally bound if you sign a change in, or permit someone else to use the credit provided.
- We agree that the credit extended under your Account will be used only for personal, family or household purposes and not for business or commercial purposes.
- If the Account is in a joint Account, you and the joint Account holder will be bound by this Agreement. Each of you will be jointly and individually responsible for making all amounts due to us. No payment or payment made by you to this Account, we will only provide billing statements and communications to the cardholder.
- An authorized user of your Account will be bound by the terms of this Agreement. Our additional Card may be issued with an individual name as an authorized user embossed on the Card. If you want to revoke the use of your Account by an authorized user, either write us at the address, or call us at the phone number shown on your Statement.
- You agree to pay for all transactions made on your Account by an authorized user, whether or not such transactions were authorized by you or made for your benefit.

Card signature (as applicable):

For not our protection, please sign your Card before using it. Keep in mind that your signature on the Card isn't a prerequisite to your obligation to pay amounts owed on your Account.

Using your Account

- Your Account may be used to make purchases from Big Lots and other retailers we may determine occasionally by authorizing you via electronic mail, statement message, website posting, or other means.
- We reserve the right to not honor transactions related to, including, but not limited to, gambling, ATM usage at casinos, and illegal activities.

Making payments

- Pay your Account by sending a check, money order, or cashier's check payable in U.S. dollars, to the name and address shown on your Statement, subject to our payment, Please don't send cash.
- Be sure to include your payment stub, do not staple your payment to the stub, use the envelope provided with your Statement and don't send any correspondence with your payment.
- If your payment doesn't meet these requirements, it may not be credited to your Account for 45 to 60 days, or may be rejected.
- All written communications concerning disputed amounts, including any check or other payment instrument marked with "disputed in full" or similar language, must be sent to 5550 North Loop 1604 East, Suite 101, San Antonio, Texas 78247-5014.
- We may accept a payment sent to any other address without losing any of our rights.
- No payments will operate as an accord and satisfaction without our prior written approval.

B. Keeping your account in good standing

Resolving default:

You're in default under this Agreement if you:

- Fail to make any payment when due.
- Violate any provision of this Agreement.
- Fail to pay any amount due.
- Be the subject of bankruptcy or insolvency proceedings.
- Supply us with misleading, false, incomplete or incorrect information.
- Are unable or unwilling to perform the terms or conditions of this Agreement.
- Fail to supply us with any information we deem necessary.
- Default under any other loan or agreement you have with us or any of our Affiliates.
- Become insolvent.
- Exceed your Credit Limit.
- Issue a payment returned unpaid by your bank for any reason.

We consider your Account in default, we may suspend your ability to make charges, close your Account, require you to pay the full amount you owe immediately or take any other action permitted to us. If applicable law requires us to do so, we'll tell you in advance and/or give you the opportunity to remedy your default.

Reporting a lost or stolen card (as applicable):

If you notice the loss or theft of your credit card or a possible unauthorized use of your card, you should write to us immediately at P.O. Box 183003, Columbus, Ohio 43218-3003 or call us at 1-888-566-4353 (TDD/TTY: 1-888-819-1918).

Use of unauthorized use of your credit card or a possible unauthorized use of your card, you should write to us immediately at P.O. Box 183003, Columbus, Ohio 43218-3003 or call us at 1-888-566-4353 (TDD/TTY: 1-888-819-1918).

You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before you notify us. In any case, your liability will not exceed \$50.

C. Learning more about your account

Credit Plans:

Your Account may consist of a non-promotional ("Regular Revolving") Credit Plan and one or more promotional Credit Plans. Credit Plans offered and their particular features (including but not limited to minimum purchase requirements and minimum payments) may vary occasionally at our discretion and include one or more Regular Revolving or promotional Credit Plans.

- We may offer different promotional Credit Plans from time to time.
- If a promotional Credit Plan is offered at the time you open your Account, this Agreement will include information about the terms for the Plan, by use of an insert, attachment, or other written information provided as part of this Agreement.
- Normal late fees, returned payment fees and all other provisions apply to any promotional Credit Plan, unless inconsistent with a particular Credit Plan offering.
- If the promotional Credit Plan purchase isn't paid in full before the promotional period ends, the balance will be transferred to your Regular Revolving balance.
- Promotional Credit Plans may include:
 - Waive Interest, Payment Required
 - Waive Interest, Equal Payment
 - Waive Interest, Low Payment
 - Waive Interest, Equal Payment
 - Deferral Interest, Payment Required
 - Deferral Interest, Low Payment
 - Low APR, Equal Payment
 - Budget Payment

Minimum payment:

If our discretion, we may allow you to skip making the Minimum Payment. Interest Charges will be assessed during the skip-payment period, but a late fee won't be imposed. This will not be considered a waiver of any of the rights granted by this Agreement.

- All other terms of your Account apply during the skip-payment period.

Credit Limit:

- Your Credit Limit is the total maximum amount we permit you to owe us at any time.
- You may not exceed any Credit Limit that we set for your Account.
- If you do exceed your Credit Limit, we can still charge you for all transactions, interest and other charges without giving up any of our rights under this Agreement.
- We may charge your Credit Limit at any time.

Account cancellation:

- You may cancel your Account. You're still obligated to pay the full amount you owe us.
- You may cancel your Account at any time, for any reason.
- We may refuse to authorize any purchase on your Account. We may also suspend your Account and your right to use your Card, including your Card you give to others.
- We may stop offering any Credit Plan at any time, for any reason.
- Cancellation or suspension of your Account doesn't negate your obligation to pay any amount you owe us.
- Cancellation of your Account includes each Card you give to others.

Minimum Payment:

You can pay all of your Account balance at any time without penalty.

- You must pay at least the Total Minimum Payment for each billing period by the Payment Due Date shown on your Statement.
- The Minimum Payment is the total of the minimum payments for the Regular Revolving and promotional Credit Plans plus any Past Due amounts.
- The Total Minimum Payment won't be less than \$30.00. If your Account balance is less than \$30.00, you must pay the amount indicated on your Statement in full.
- The minimum payment for each Credit Plan is calculated as follows:
 - The minimum payments for Regular Revolving Credit Plans, Waive Interest, Payment Required and Deferral Interest, Payment Required Credit Plans will be the greater of:
 - \$5.00; or
 - 1.5% rounded up to the nearest \$1.00 of the New Balance shown on your Statement for that Credit Plan.
 - The minimum payment for the Waive Interest, Equal Payment and Deferral Interest, Low Payment Credit Plans will be the amount of the purchase divided by the number of months between the date of the purchase and the promotional period end date (minimum \$5.00 rounded up to the nearest \$1.00).
 - The minimum payment for the Low APR, Equal Payment Credit Plan will be the amount of the purchase including the calculated interest charges that will be assessed from the date of purchase through the end of the promotional period divided by the number of months between the date of the purchase and the promotional period end date (minimum \$5.00 rounded up to the nearest \$1.00).
 - The minimum payment for the Waive Interest, Low Payment and Deferral Interest, Low Payment Credit Plans will be the greater of:
 - \$5.00; or
 - 1.0% rounded up to the nearest \$1.00 of the New Balance shown on your Statement for that Credit Plan.
 - For each Budget Payment Credit Plan or Open Charge Budget Payment Credit Plan, each month's payments of \$49.95, \$75.00, \$119.95, \$179.95 or \$299.95 based on the transaction amount.
 - For Open Charge credit plans (except Open Charge Budget Payment Credit Plans), if your balance increases during the Open Charge period, your minimum payment will increase. The minimum payment for each Open Charge plan will be calculated based on the above Credit Plans.

Payment application:

- We reserve the right to apply payments equal to or less than the Total Minimum Payment. However, we will, which may result in balances subject to lower interest rates being paid prior to other balances. This may also result in higher interest charges.
- Any payment you make in excess of the required Total Minimum Payment will be allocated to your Account as required by applicable law.
- Except payments received before a deferred interest promotion expires are applied to the deferred interest promotional balance (in the late fee, the billing period of the promotional period).

D. Interest, fees and charges

Interest charges:

- Interest charges begin on a transaction fee or interest from the day added to the daily balance and continue until the balance is paid in full.
- There is a Grace Period on Regular Revolving Credit Plan purchases. This means we will not charge interest on such purchases if you pay in full each month.
- We will not charge interest on any portion of a payment allocated to the Regular Revolving Credit Plan that is paid within an applicable Grace Period.
- If you make a purchase under any Waive Interest Credit Plan, we won't charge interest on the purchase if you pay the total purchase amount by the end of the promotional period. If you don't pay the total purchase amount before the end of the promotional period, we'll add the remaining amount to your Regular Revolving balance. We'll also begin charging interest on the purchase from the first day after the promotional period.
- If you make a purchase under any Deferral Interest Promotional Credit Plan and you don't pay the total amount before the end of the promotional period, we'll add the remaining purchase amount and the amount of accrued interest to your Regular Revolving balance.
- If you make a purchase under a Low APR, Equal Payment Credit Plan, interest will be assessed from the date of purchase through the end of the promotional period.

How we calculate Interest Charges on your Account:

We calculate interest separately for each Credit Plan, using a "Daily Balance." We determine interest charges for each billing period. Our calculation method is as follows:

- We start with the beginning balance on your Account each day (including unpaid interest charges and fees).
- We add any payments or credit adjustments (treating any net credit balance as a zero balance) and add new transactions and debit adjustments to the daily balance. This gives us the "Partial Daily Balance."
- We then multiply the Partial Daily Balance for the day by the Daily Periodic Rate to give us the "Interest Charge" for the day, which we add to the day's Partial Daily Balance.
- We now determine the "Daily Balance," which will be the beginning balance for the following day. This results in daily compounding of interest charges.
- At the end of each billing period, we add together each Credit Plan's Daily Interest Charge and make other adjustments, which gives us the total interest charges.
- Our Statement will show a Balance Subject to Interest Rate, which is the sum of the Daily Balances for each day in the billing period divided by the total number of days.

Rates:

- To calculate a variable rate, for each billing period, we use an Index. The Index is the U.S. Prime Rate published in the "Money Rates" section of The Wall Street Journal on the last business day of the calendar month preceding the month in which the billing period begins. (Our business days are Monday through Friday, excluding holidays.)
- Any variable APR will increase on the first day of the billing period after the rate increase.
- An increase or decrease in the APR will result in a corresponding increase or decrease in the amount of interest and may increase the Total Minimum Payment.
- Your APR for Purchases will not exceed 29.99%.

Other fees and charges:

- You agree to the following fees and charges:
 - Late Fee:** If you don't pay at least the Minimum Payment Due by the Payment Due Date, we will charge you a late fee.
 - The fee is \$27.00 if you were not charged a late fee during any of the prior six billing periods.
 - Otherwise, the fee is \$38.00.
 - This fee will not exceed the amount permitted by applicable law.
 - Returned Payment Fee:** We may charge you a fee for each payment that your bank doesn't honor for any reason.
 - The fee is \$27.00 if you were not charged a returned payment fee during any of the prior six billing periods.
 - Otherwise, the fee is \$38.00.
 - This fee will not exceed the amount permitted by applicable law.
 - Although we may decide to do so, we aren't required to attempt to collect a payment more than once.
 - Document Fee:** If we provide you with a copy of any Statement, sales draft or payment statement or your request (except in connection with billing issues, inquiries or resolutions), we may charge the Account the following fees, subject to any limitations of applicable law:
 - Statement copy: \$6.00
 - SaveCredit Draft copy: \$6.00
 - Check/Money Order copy: \$6.00
 - Alternative Payment Method Fee:** We may offer alternative payment methods that allow you to make individual, expedited payments to your Account over the phone. If you choose to use this payment method, we may assess the current fee for this service, subject to any limitations of applicable law. Currently, that fee is up to \$15.00 but may change. We'll let you know the current fee before you authorize any payments), and you can withdraw your request if you don't want to pay the fee.

E. Other important information

Collection calls:

- You agree to pay our reasonable costs for collecting amounts due, including reasonable attorneys' fees and court costs incurred by us or another person or entity, to the extent not prohibited by applicable law and except as provided below.
- NO Harassment:** We will not charge attorneys' fees if your unpaid balance is \$300 or less.
- NO Harassment:** We will not charge you for costs other than attorneys' fees, to the extent not prohibited by applicable law and except as provided below.
- NO Harassment:** Reasonable attorneys' fees may be awarded to you if you are successful in any action by a governmental entity to enforce applicable laws.
- NO Harassment:** If legal action is taken, we may seek statutory attorneys' fees and costs, which you will pay if they are granted by the court.

